

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PCM BOARD OF DIRECTORS

AND THE

PCM EDUCATION ASSOCIATION

July 1, 2006 until June 30, 2007

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**ARTICLE I.
RECOGNITION**

A. UNITS

The Board recognizes the PCM Education Association as the exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 4511) issued by the PERB on the 6th day of December, 1991, whether under contract, either verbal or written, employed by the Board of Education of the PCM Community School District.

Such representation shall cover all personnel assigned to professional positions falling within the PERB certification bargaining unit. The unit described in the above certification is as follows:

Including:

All regular full-time and part-time certificated teachers including counselors, nurses, librarians, and athletic director.

Excluding:

All other school district employees, Superintendent of schools, principals, and confidential supervisory personnel as defined in the Act.

B. DEFINITIONS

1. The term "Board" as used in this Agreement shall mean the Board of Education of the PCM Community School District or its duly authorized representatives.
2. The term "employee" as used in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the PCM Education Association or its duly authorized representatives or agents.

ARTICLE II. GRIEVANCE PROCEDURE

SECTION 1.

The purpose of this article is to provide for a mutually accepted method for the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this Agreement. The Board, the Association and the employees shall attempt to resolve informally at the earliest possible stage all grievances.

SECTION 2.

Except as otherwise provided in this Agreement a “grievance” is a claim or dispute concerning the interpretation or application of the terms of this Agreement.

SECTION 3.

- a. Every employee covered by this Agreement shall have the right to present grievance in accordance with these procedures.
- b. The failure of an employee (or, in the event of an appeal to arbitrate, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator’s failure to give a decision within the time limits shall permit the grievance to proceed to the next step.

The time limits, however, may be extended by mutual agreement.

- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with, or interruption whatsoever of, the instructional program and related work activities of the grieving employee or other employees.
- d. If requested by the aggrieved party, an Association representative may be present and participate in the second and third steps listed below.
- e. All documents, communications, and records dealing with their processing of a grievance shall be filed separately from, and will not become part of, the personnel files of the participants.
- f. All references to “days” in this article shall be to calendar days.

SECTION 4.

a. First Step

An attempt shall be made to resolve any grievance in informal discussion between complainant and the principal.

b. Second Step

If the grievance cannot be resolve informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty-one (21) days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within fourteen (14) days after receipt of the grievance.

c. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) days of the written decision at the second step, a copy of the grievance with the Superintendent and directed to the school Board. Within fourteen (14) days after such written grievance is denied, the aggrieved employee and the superintendent or other designee of the school Board shall meet to resolve the grievance. The Superintendent or other designee shall file an answer within fourteen (14) days of the third step grievance meeting and communicate it in writing to the employee.

d. Fourth Step

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step in impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within fifteen (15) days from the receipt of Step Three answer to enter into arbitration. At the same time, a request shall be made to the PERB to provide a panel of seven (7) arbitrators. Each of the two parties, the Association striking first, will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The Association shall have five (5) days after receiving the list of arbitrators to make their first strike after receiving the last strike of the other party. The remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than fifteen (15) days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on issues are submitted to him/her.

The arbitrator's decision shall be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or distract from the specific provisions of the Agreement.

The costs for the service of the arbitrator will be born equally by the Board and the Association.

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

**ARTICLE III.
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Employees shall be paid sick pay equal to their regular pay for each day they are unable to perform their regular duties for medical reasons, doctor's appointment as a result of illness or injury, sickness, injury or other disability including pregnancy, subject to the limitations set out below.
2. Sick leave shall be allowed for consecutive years of employment as follows:

Ten (10) days the first year
Eleven (11) days the second year
Twelve (12) days the third year
Thirteen (13) days the fourth year
Fourteen (14) days the fifth year
Fifteen (15) days the sixth and
subsequent years

The amount of accumulated sick leave shall be 95 days; however, an employee who has accumulated 95 days sick leave will be allowed to utilize the yearly allowance of sick leave days before days are deducted from the 95 days maximum accumulated sick leave.

3. The Board shall have the option to request that any employee shall submit a doctor's statement that they are able to work with students after being ill. This shall be at the employee's expense.

4. Any employee who anticipates disability in the future shall, if possible, notify the building principal of the anticipated date of disability no later than ten (10) school days prior to the time of disability, except in the case of pregnancy. In such case, notification shall be given to the building principal no later than the fourth month of pregnancy. Any notice given shall be in writing, stating the date of the anticipated disability, and the date when the employee expects to commence duties.

The employee who desires to continue performance of duties during a period prior to the anticipated disability may do so provided that the employee's health, work and efficiency are not affected, and that the employee is physically capable of continuing to perform duties. In that event, the Board may require a statement from a physician stating that the employee is capable of continuing duties, and to what date. The employee shall report changes in conditions as they may affect performance.

Following leave for anticipated disability, the Board may require a statement from a physician that the employee is physically capable of resuming duties and on what date.

5. No employee shall receive pay for the leave discussed in the preceding sections other than to the extent of the employee's accumulated sick leave. The board may grant additional leave without pay, provided that in no event shall any leave exceed a period of one (1) year.

B. BEREAVEMENT LEAVE

1. In the case of death of the spouse, or the parent, brother, sister, child, step-child, father-in-law and mother-in-law of the employee, or the spouse of any of the above, the employee shall be granted permission to be absent from duty by the Superintendent of schools for as many days, not to exceed five (5), as may be necessary in the opinion of the Superintendent for the attendance at the funeral and for any other purpose directly arising out of said death within 90 days, but shall not be permitted to use said leave for any other purpose; and no deduction of pay shall be made for the days of absence so granted.
2. In the case of death of grandchildren or grandparents absence shall be allowed without loss of pay up to three full days.
3. In the case of the death of aunts, uncles, nieces or nephews absence shall be allowed without loss of pay for one full day.

4. In cases where employees feel an obligation to attend a funeral of a close friend, or other relative not specified in Sections B.1, B.2 or B.3, the employee may request leave in writing to the Superintendent or his/her designee. Paid leave may be granted. If paid leave is not granted the employee may be excused and shall lose only the amount of pay which would be paid to a substitute teacher.

C. RELIGIOUS LEAVE

Any employee with a recognized religious affiliation which requires observance of a recognized religious holiday other than those scheduled in the school calendar shall be excused without pay and shall notify the appropriate principal at least one (1) day in advance.

D. JURY DUTY LEAVE

Any employee who is called to jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. Pay received for jury service, except mileage payments, shall be transmitted to the Board as soon as possible after receipt by the employee. It is understood that no such payment shall be made to an employee for such service on any day on which the employee would not have worked for the school district. An employee not required to perform jury duty all day shall return to work.

E. EDUCATIONAL IMPROVEMENT

A leave of absence without pay of up to one (1) year may be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. The Board shall be the sole judge as to whether or not leave can be granted without disruption of the educational process of the district. Applications must be made at least six (6) months prior to the requested leave. Upon returning from leave, the employee shall be placed on the salary schedule where he/she would have been at the beginning of the leave.

F. PROFESSIONAL LEAVE

1. Employees shall be granted paid leave up to two (2) days to attend professional conferences, meetings, workshops, or visitations of other programs. In no case will staff in any academic year exceed two (2) days multiplied by the full time equivalent (FTE) staff. However, the Employer may request an Employee attend a conference and thereby exceed the two (2) day limit, but not to exceed four (4) days. Any unused professional leave days during the academic year will be available, at the discretion of

the administration, for employees wishing to use additional days. Unused portions of this leave do not accumulate to the next academic year. The employer agrees to pay or reimburse the employee for approved mileage and/or registration fees. Each employee will be allotted \$100 per year for professional leave to cover conference costs.

2. Professional leave shall be used for the purpose of:
 - a. Visitation to view other instructional techniques or programs.
 - b. Conferences, workshops or seminars conducted by colleges, universities or other educational institutes or organizations.
3. Employees shall present their request for professional leave in writing to the building principal at least two (2) weeks, if possible, prior to the leave date. The school administration shall be the judge as to whether the request is granted. Reason for not granting leave shall be given to the requesting employee in writing at least three (3) days prior to the requested leave.

G. EMERGENCY, FAMILY ILLNESS, & PATERNITY/ADOPTION LEAVE

1. Emergency Leave

Emergency leave may be granted where because of serious illness or injury by accident of a close family member of an employee', the employee is the one responsible for the care of the family member. Close family member shall mean spouse, parent, brother, sister, step-child (custodial care of the employee), or child of the employee. Employees are allowed up to three (3) days leave, non-accumulative, with pay for each emergency. Requests for emergency leave shall be reported to the principal or his/her designee prior to such leave if at all possible. If such prior notice is not possible, it is understood that the affected employee shall be required to make formal application for approval of said leave prior to receiving pay for the time missed. The administration may require verification of the illness or injury from the doctor.

2. Family Illness Leave

Three (3) days per contract year, non-accumulative, may be granted for illness of family members (dependent or spouse) by using personal leave or sick leave. Employees are required to specify the leave requested when they notify the principal of their intention not to report to work.

3. Paternity/Adoption Leave

Employees are allowed up to two (2) days for paternity leave and up to five (5) days for adoption reasons, non-accumulative. Employees planning to use said leaves shall apply to their principal and state the reason for the request.

H. PERSONAL LEAVE

1. Personal Days

Two (2) days per year shall be allowed with pay at the employee's discretion. Both days must comply with the following; the day immediately preceding or following a legal holiday, school vacation period, or school recess, or during the first or last week of the school year, shall not be recognized as a personal leave day. Exceptions to these limitations may be made by the Superintendent in his/her sole discretion and such decision should not be considered as setting a precedent. Personal leave will not be granted if this results in more than two (2) employees being absent from a building on the same date. Those who first give notice shall be granted said leave. Employees planning to use a personal leave day shall apply to their principal at least three (3) working days in advance, except in the case of an emergency. Personal leave may also be used to extend emergency leave.

If leave is once granted, it will not be rescinded if another employee is absent for professional, emergency or sick leave.

2. End of the Year Buy-Back

Employees will receive payment for unused personal leave with the June paycheck. Payment will be determined on a full-day basis as follows:

- a. One (1) unused day; employee will receive payment the equivalent to one day of sub pay.
- b. Two (2) unused days; employee will receive payment the equivalent to two days of sub pay.

I. DEDUCTION FOR ABSENCE

Unless otherwise expressly provided in this Article, employees shall have deducted from their pay for a leave of absence an amount equal to one (1) contracted day's pay for the annual salary, including supplemental pay for in season work for each day of absence.

Upon the Superintendent's prior approval, an employee may be granted unpaid leave upon the filing of a written request. Such action shall not be considered a precedent setting.

J. RELEASED TIME

1. At the beginning of each school year, the Board will credit to the Association five (5) days (40 hours) for the purpose of transacting Association business by its officers and/or representatives.
2. When such time is taken, the Association will be charged for the cost of a substitute if required. However, there will not be a charge if such business is for the purpose of bargaining, grievance processing or other meetings of mutual benefit to the Association and District.
3. The building principal will be notified in writing at least five (5) days prior to any such leave, unless otherwise mutually agreed.

**ARTICLE IV.
TRANSFER PROCEDURES**

A. DEFINITION

The movement of an employee to a different grade level or subject area shall be considered a transfer.

B. VOLUNTARY TRANSFERS

1. Notification of Vacancies

The Superintendent shall deliver to the Association President a list of the vacancies which occur during the school year and the school year to follow upon knowledge of vacancies.

2. Filing Requests

Employees who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Superintendent. Such statement shall include the specific reassignment requested. Such requests for the following year shall be submitted no later than April 15th, unless the vacancy does not become apparent in time to meet such date.

3. Filling Positions

Any voluntary requests for transfer will be considered by the Superintendent to determine whether the employee's credentials meet the instructional requirements of the school system. If more than one employee has applied for the same position, the Superintendent will consider certification, academic preparation, and other qualifications for the position. If several applicants are equally qualified, the selection shall be made on the basis of seniority. An interview will be part of the selection process if the transfer is between two (2) building levels: K-5, 6-8, 9-12. No new hire shall be employed or involuntary transfer made to fill a vacancy if a certified voluntary applicant exists unless the instructional requirements of the school system cannot be met by granting the voluntary transfer request.

4. Written Notice

An employee who has made a request for transfer which has been denied shall be given written notification of the reasons for such denial.

C. INVOLUNTARY TRANSFERS

1. Seniority

If, in making up the staff assignments to meet the instructional requirement of the school, it becomes necessary to make an involuntary transfer and the transfer of several employees will equally accomplish the purpose, then the employee with the least seniority will be transferred.

2. Notice

Written notice of an involuntary transfer shall be given to the employee as soon as practical and no later than May 1st, unless the staff change does not become apparent in time to meet such date. If said employee objects to such transfer, they will give written notice to the Superintendent within one (1) week after receiving notice of the transfer, stating the reasons the employee objects. If the Superintendent makes the transfer after receiving objections, the Superintendent shall give the employee written reasons for the transfer within one (1) week of receiving the objections. If an employee receives an involuntary transfer after having signed his/her contract for that school year, and requests to be released from the contract, the district will make a good-faith effort to find a replacement and, if successful, will release the employee without penalty.

**ARTICLE V.
EVALUATION PROCEDURES**

A. PURPOSE

The PCM Education Association and the PCM Board of Education agree that evaluation of employee performance is essential to improving the level of instruction in the school system.

It has been established that the District and PCMEA are capable of working together on the Teacher Evaluation Instrument. With this cooperation in mind, the Board of Directors and PCM Education Association agree to the following:

If a determination is made that the current Teacher Evaluation Instrument for Beginning Teachers (2/14/05) and Career Teachers (2/14/05) needs any revision in the future, a committee will be formed with representation from both groups. This will allow equal input and foster continued collaboration. This committee will consist of no more than three (3) teacher representatives, but each educational level should be represented (elementary, middle school, high school). The management membership will consist of no more than three (3) representatives from the administrative staff but both the elementary and secondary levels will be represented. The PCMEA and School Board will each have a representative on this committee.

B. NOTIFICATION

The Board will, by September 15, identify to each employee the Building Administrator who will be responsible for that employee's evaluation and Individual Career Development Plan. The Building Administrator shall notify the employee of the evaluation procedures and distribute written copies of the Teacher Evaluation Instrument, Iowa Teaching Standards, evaluation criteria, and any district-adopted descriptors that will be used no later than September 15. No formal evaluation shall take place until such orientation has been completed.

C. CLASSROOM PERFORMANCE EVALUATION

1. Approximately one-third (1/3) of the staff in a building will be involved in classroom performance evaluation in a given year. Every certified staff member will be given a formal evaluation at least once every three (3) years.
2. Classroom performance evaluation will be required of all probationary teachers to the district. A classroom observation must be conducted prior to October 15th. Following each observation, during the post observation

conference, the teacher and evaluator will discuss the progress of the teacher in meeting the teaching standards. The evaluator will also provide the teacher a nonbinding rolling assessment of progress and will provide the teacher a target date for completion of the process and notification of the decision regarding licensure.

3. Classroom performance observation will occur at least two (2) times during the school year. At least one observation must occur in each semester.
4. A pre-observation conference must be held between the building administrator and the employee within five (5) working days before a formal classroom observation.
5. The classroom observation must last at least thirty (30) minutes or one period, whichever is applicable. The first classroom observation must occur no earlier than September 15 nor later than December 15th in a school year for non-probationary teachers. Following the first formal observation, the evaluator shall begin to complete the Summative Evaluation by addressing criteria observed (1) during the observations (formal and informal), (2) in written portfolio materials developed by the teacher and (3) in the conferences.

As the evaluator and teacher discuss the teacher's performance, each of the criteria should be addressed to consider if the "body of evidence" compiled has adequately addressed each standard and is sufficient to determine if the teacher meets the standard.

6. A post-observation conference must be held between the building administrator and the employee within ten (10) working days after the classroom observation. If the evaluator determines that the teacher is not meeting one or more of the eight standards, then the evaluator shall inform the teacher which standard(s) are not being met and shall indicate what is needed to meet the specified standard(s).
7. After the completion of all classroom performance observations, a summative conference to discuss the written performance evaluation will be held within ten (10) days but not later than May 15th. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan.

D. RESPONSE

Each employee shall have a right to submit a written explanation in response to any phase of the classroom performance evaluation cycle. This documentation will be included in the staff member's evaluation file. This written explanation must be completed within ten (10) working days of the post-observation conference. This response will be attached to a file copy of the employee's evaluation and shall be signed by both parties to indicate awareness of content.

E. REPRESENTATION

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

F. METHOD OF EVALUATION

This article deals with but one aspect of evaluation (formal evaluation of classroom performance). Nothing in this article is to be construed as precluding evaluation of teachers by other appropriate administrative measures. When other evaluation measures are used, the employee will be notified of such measures and be given a copy prior to any written document being placed in the employee's permanent file. The employee will receive a written copy and a conference will be held within ten (10) working days of any such evaluation. The employee will be provided a place to sign the document acknowledging the fact they have been awarded an opportunity to review its contents.

G. CRITICISM

To the extent possible, any adverse criticism of an employee shall be made in confidence, not in the presence of students or parents, or in other public gatherings.

H. ADVERSE MATERIAL

Each employee shall be given a copy of any adverse materials placed in his/her personnel file and an opportunity to respond.

**ARTICLE VI.
STAFF REDUCTION**

A. BOARD DETERMINATION

When the Board determines staff reduction is necessary, they will make a determination as to which teaching or curricular areas will be reduced. Teaching or curricular areas shall be according to district needs.

B. STAFF REDUCTION DETERMINATION

Staff reduction shall be as follows:

1. The person with the least seniority in accordance with his/her certification in the PCM Community School District.
2. In those situations where the one selected above cannot be dismissed because of certain other duties which cannot be taken over by the remaining staff, the employee with the second least seniority shall be terminated, the Board shall be the final judge as to the reduction in the affected curriculum area.
3. The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction on or before the date specified in Chapter 279.15(1). Such notice shall include specific reasons for reduction of staff.

C. RECALL

An employee laid off under this Article shall be recalled to any partial (less than full-time) or full-time position for which he/she is or becomes certified in order of seniority. This opportunity for recall shall be available for a period of up to two (2) years from the effective date of his/her lay off.

The Board shall, upon request, provide the Association with a current list of those employees who have recall rights.

Notice of recall will be given by personal delivery or by registered or certified mail to the last known address furnished to the Board by the employee. A copy of such notice of recall will be furnished simultaneously to the Association by personal delivery or ordinary mail. If the employee fails to respond within ten (10) calendar days after receipt of the notice of recall, the employee will be deemed to have refused the recall offer. The employee shall be informed of the ten (10) calendar day limitation in the communication.

An employee's active or passive rejection of any position offered to him/her under recall (i.e., of any recall offer) shall not remove him/her from future recall rights.

ARTICLE VII. INSERVICE TRAINING

A. FUNDS

The Board will provide funds within their annual budget for in-service training for employees, both for state required in-service programs and those deemed necessary by the Board and/or administration.

B. TRAINING

The in-service training shall be part of the work year required of the employees.

C. COMMITTEE

Each building faculty will appoint its representatives to the DLPD/Building Level Professional Development (BLPD) team.

The DLPD (District Leaders Professional Development)/BLPD team will establish the in-service/staff development content for each upcoming school year. This group will plan and evaluate each program. Such evaluation will include a survey of all employees who attended the program. The evaluation is to be given within one week of attendance.

Recommendations for in-service programs may also originate from the Board, the Superintendent, the principal, or the Association, but must go through the DLPD Team/BLPD team.

D. FUNDING ABOVE BUDGET

Any funding above the budgeted amount will have to be approved by the board.

ARTICLE VIII. HEALTH AND SAFETY

A. NEW EMPLOYEES

All new employees shall provide evidence of physical fitness on a form provided by the Board no later than the first day of enrollment. The form shall be filled out and signed by a physician of the employee's choice at the employee's expense.

B. CONTINUING EMPLOYEES

If required by law or administrative rule, an employee shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease.

C. SAFETY

The Board shall, so far as possible, provide employees with a safe place to work. The employees shall be responsible, where possible, for seeing that the school and equipment are used in a safe manner. Any unsafe condition shall be reported by the employee to the Board as soon as it is known.

D. BOMB THREATS

When a school official has been notified of a bomb threat, the employees affected shall be notified as soon as possible. No employee shall be required to search for a bomb if he/she does not wish to.

E. FIRST AID

Employees shall have use of the first aid facilities and supplies which are available if they are needed and are used on the school property.

The employer shall include in its blood borne pathogens exposure plan hepatitis B vaccination, post-exposure evaluation and follow-up evaluation and counseling for all employees who do not hold a position or job classification required to be listed in the employer's pathogens exposure control plan but who, nevertheless, in the course of their employment, experience exposure to blood borne pathogens.

F. CRISIS PLAN

Each employee will be provided a copy of the District's Crisis Plan and the Code Red procedures will be practiced by each building a minimum of once each semester.

**ARTICLE IX.
HOURS AND WORKDAY**

A. HOURS/WORKDAY

1. The regular working day for employees shall be 7:40 AM to 3:40 PM. Regular hours may be adjusted up or back by the building administrator and the individual faculty member involved as special circumstances may require. On Fridays and days preceding holidays, and days when adjustments are made due to inclement weather, the work day shall end as soon as the last district bus leaves the parking lot.
2. Employee work hours other than regular hours will vary according to supplemental jobs, school activities or other duties connected with the teaching position.
3. Lunchroom Duty
 - a. District employees shall have a minimum lunch break of 100 minutes per week with each employee receiving at least fifteen (15) minutes uninterrupted duty-free minutes per day.
 - b. In the event of an emergency, the administration shall have the authority to use the employee in order to protect students. Both the administration and the Association recognize the duty to safeguard students.

**ARTICLE X.
INSURANCE**

A. EMPLOYEE PREMIUM ALLOWANCE

The District agrees to provide each eligible, certified employee the following insurance protection. The District will pay the single premium for the \$500 deductible medical insurance for each eligible employee or \$ 463.97 per month, whichever is less for the 2006-2007 school year, and \$24.60 per month for single dental premiums. These amounts may be applied toward the premiums for the following insurance programs which the Board has selected:

1. Comprehensive Medical (deductible) - PPO
2. Dental Coverage
3. Family Health Coverage
4. Tax Sheltered Annuity
5. Life Insurance Coverage (\$30,000 Term)

6. LTD (Long-Term Disability) Coverage (60% of monthly income not to exceed \$2,000 per month with benefits payable to age 65).

B. ALLOWANCE RESTRICTIONS

Any difference between the actual monthly cost for the employee's health and dental insurance and the maximum monthly amount paid by the Board may be applied toward the premium for the Family Comprehensive Medical Coverage, Term Life, Dental, Long-Term Disability, or a Tax Sheltered Annuity of the employee's choice. All employees desiring to apply any such difference toward Family Health, Term Life, Family Dental, LTD, or a TSA shall notify the business office prior to July 1 of each contract year. The District's share of annuity amounts will be provided on a whole-dollar basis only.

When two members of the same family are employed, one member may have the monthly amount apply and the other may have the applicable single rate applied toward the purchase of family health insurance.

Employees who waive health or dental coverage must sign a waiver assuring alternate coverage and provide proof of such coverage. Seventy five (75%) percent of the eligible employees must remain in the Insurance Group. If more than twenty five (25%) percent desire this waiver; then those most senior will be given first choice to waive coverage until the limit of 25% is reached.

Employees who waive health or dental coverage in accordance with the above-stated provisions may have a maximum of fifty (50%) percent of the monthly Board contribution apply toward any of the other programs listed in Part A.

C. EXCEEDING PREMIUM ALLOWANCE

In the event an employee selects coverages where the premium exceeds the monthly allocation, the difference will be deducted from the employee's check on a monthly basis.

D. ITEMS AND CONDITIONS OF INSURANCE

All items and conditions of insurance: coverage provided, including eligibility for usage, coverage period, and dates of premium payment necessary for such coverage shall be determined by the insurance carrier (company), provided that if there are changes from the current policy the coverage shall be comparable and overall.

Both parties agreed to limit infertility to \$25,000 lifetime, implement new mental/nervous provisions, remove same day surgery and remove the coinsurance/deductible carryover.

**ARTICLE XI.
PAYROLL DEDUCTION**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for:

1. Annuities
2. Insurance
3. Dues: Eight (8) equal installments: the first in October.
 - a. Employees who begin deduction after October shall have the total amount prorated on the basis of the remaining months of employment.
 - b. Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.
4. Only one change per calendar year will be allowed by each employee. Each calendar year, the deadline for current and new employees will be September 1st and within thirty (30) days for new hires.
5. Amounts withheld for dues or other purposes shall be remitted to the designated person, persons, or company within ten (10) calendar days of the withholding.

**ARTICLE XII.
WAGES & SUPPLEMENTAL PAY**

A. BASE PAY

1. The salary of each employee covered by a regular contract of 190 days shall be paid in accordance with the regular salary schedule (A) which is attached hereto and made a part hereof.
2. Increment Placement
 - a. Present employees shall be placed on the proper increment based on the proper step increase over the increment paid the immediate preceding year.
 - b. Any employee hired after the start of the school term must be employed 120 work days to receive credit for one (1) year of service.

New employees who work at least sixty (60) work days, but less than one hundred and twenty (120) days, shall receive one-half (1/2) of the increment increase the following year. The board retains the prerogative of granting additional credit if conditions merit such grant.

- c. Employees shall be granted one increment of vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service shall consist of employment in the PCM School District for one hundred thirty-five (135) consecutive teaching days or more in one school year.
- d. Upon initial employment, credit shall be given on the proper salary step for previous teaching experience in a duly accredited school up to a maximum of eight (8) years. The Board retains the prerogative of granting additional credit if conditions merit such grant.

3. Educational Lanes

- a. Employees on the regular schedule may move from one educational lane to a higher educational lane by completing sufficient hours or degree requirements in the teacher's particular subject area. Employees on the regular salary schedule who move from one educational lane shall move to the eligible step on the higher lane; however, an employee shall not move more than one (1) step in a year.
- b. Advancements shall only begin with the start of the school year following the completion of the required credits. Credits earned for lane advancement must be from an accredited institution; must lead toward a degree; or be approved by the superintendent. Six (6) of the twelve (12) hours must be graduate hours.

The criteria used for advancement will be:

- 1. graduate hours in the employee's area of teaching;
 - 2. undergraduate hours in his/her particular teaching area;
 - 3. Master's degree program in teaching area or related field;
 - 4. staff development hours through a local AEA or institution must have prior approval.
- c. An employee who meets the requirements of an advancement in educational lanes shall give written notice to the Superintendent no later than the first day of work in the new school year. The

employee shall file with the Superintendent suitable proof of meeting the requirements by September 5th.

4. The Board shall have the option to work with other school districts in determining the salary and benefits for a staff member who is shared with one or more districts.

B. SUPPLEMENTAL PAY

Employees assigned to the duties set out in Schedules B, C and D shall receive, in addition to their base pay, supplemental pay as set out in the Supplementary Schedules B, C, and D, which are attached hereto and made a part hereof.

C. METHOD OF PAYMENT

1. Each employee on a regular contract will receive twelve (12) equal payments on the 20th of each month beginning on September 20th of the contract year. However, the July and August payments will be issued on June 20th along with the June payment.
2. Employees on extended contracts shall receive equal monthly pay over the term of their employment in the same manner as set out in paragraph one (1) above.
3. Employees shall receive their check at their regular building and on regular school days unless otherwise designated by the employee.
4. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous work day.

D. EXTRA DUTY PAY

1. Extra duties are defined as those duties required of the employee other than during the normal working hours, and excluding duty related to the job from which the employee is receiving supplemental pay.
2. Each employee shall perform three (3) extra duties without compensation. These extra duties are listed in Appendix A. Other extra duties may be added to this list by the Building Administrator for compensation, but no extra duty will be excluded from this list.
3. If enough volunteers are not obtained for the needed extra duties, employees shall be assigned, beginning with those individuals who have volunteered for the least number of duties.

4. No employee shall be required to perform more than six (6) extra duties, but employees may volunteer for an unlimited number of extra duties.
5. Extra duty pay shall be at the rate of \$15.00 per extra duty above three (3) duties.
6. All-day duties shall be at the rate of \$30.00 per duty and compensation for a pep bus will be at \$15.00.

E. SUPERVISION OF STUDENT TEACHERS

1. Voluntary Participation

Supervision of an employee of a student teacher shall be voluntary. This shall not occur two semesters consecutively.

2. Superintendent Approval

Any employee who volunteers to have a student teacher must receive Superintendent approval.

3. Remuneration

Any money received from the college or university placing the student teachers shall go directly to the supervising teachers.

F. EXPENSES OF TRAVELING EMPLOYEES

An employee who is required to use his/her own personal vehicle in the performance of their duties shall be reimbursed for all such travel at the rate of thirty (30) cents per mile if: the employee is required to attend another building other than the original building for that cycle day and it requires travel between the two towns. To receive mileage reimbursement, the employee must provide advance notice to the superintendent, who would have the option of providing the transportation.

G. EXTENDED CONTRACTS

Employees assigned to extended contract duties shall be paid at 1/190th of their contract salary for each day of the extension.

**ARTICLE XIII.
DURATION**

The duration of this contract shall be from July 1, 2006 until June 30, 2007.

In the event that additional funds for salaries are received from the State of Iowa, the salary schedule will be reopened and subject to renegotiations.

**ARTICLE XIV.
GENERAL PROVISIONS**

A. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a part in written notification to the other party.

1. If by Association, to the Board at the Central Office located in Prairie City, Iowa 50228.
2. If by the Board, to Association at the building where the PCMEA President is located.

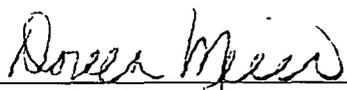
B. SIGNATURES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective chief negotiators, and their signatures placed thereon.

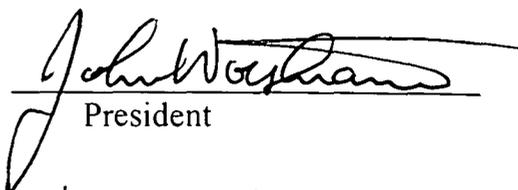
DATED this 5th day of October, 2006.

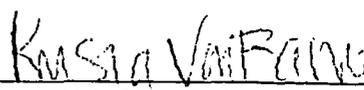
PCM Education Association

By: 
President


Chief Negotiator

PCM Community School District

By: 
President


Chief Negotiator

APPENDIX A

EXTRA DUTIES

HIGH SCHOOL

Athletic Events

Ticket seller
Ticket taker
Chain gang
Timer
Scorer
Press box
Announcer
Supervisor

Music/Drama Events

Ticket Seller
Supervisor
Music contest

Other

Dance

MIDDLE SCHOOL

Athletic Events

Ticker seller
Timer
Scorer
Press box
Announcer
Supervisor
Chain gang

Music/Drama Events

Ticket seller
Supervisor
Music contest

Other

Dances
6th grade orientation

ELEMENTARY SCHOOL

Open house
Supervision of Music Programs (must attend 2 concerts/programs to count as 1 duty)

APPENDIX B

PHASE III PROGRAM

CATEGORY A: CURRICULUM, INSTRUCTION AND ASSESSMENT; EDUCATIONAL ENRICHMENT; STUDENT ACHIEVEMENT AND SCHOOL IMPROVEMENT GOALS. (94% of the total budget)

- Non-contractual hours (committee work, curriculum work)
- Workshop fees (relating to goals)
- Coursework (includes registration fees)
- Individual Projects (meets Phase III guidelines)
- Optional In-Service (Phase III) Day – minimum of \$150.00/day.
- Substitutes and benefits for teachers attending Phase III approved workshops.

CATEGORY B: INDIRECT COSTS AND DISTRICT NEEDS (6% of the total budget)

- The Restricted Indirect Cost rate as determined by the state (FY 2007)
- Workshop fees (relating to building goals)
- Training fees (within district and outside of district)
- Substitutes and benefits for teachers attending Phase III approved workshops

CARRYOVER FUNDS

- Each building will retain its carryover money from the previous year.
- Any unspent funds (each fiscal year) shall be divided equally among Category B, the high school, middle school, Prairie City elementary and Monroe elementary (i.e., each will receive 20% of the carryover funds).

Each building Phase III team pursuant to the Phase III guidelines will determine expenditure of the carryover funds.

*The District and the PCMEA will determine the “hourly rate” at the time budgetary figures are finalized for the appropriate fiscal year.

*The “maximum” amount each teacher may earn under Category A will also be determined at the time the budgetary figures are finalized.

*The “minimum” number of hours which constitute a “day” for any projects or in-service is 7.5 hours.

APPENDIX C

TEACHER COMPENSATION ALLOCATION

Teacher Quality Program, HF 2792 distribution will be separate and in addition to the bargained salaries, Phase I and Phase II for 2006-2007.

1. Minimum salaries for the first-year beginning teachers, second-year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriations shall be divided equally among teachers for 2006-2007.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2006-2007 school year, but not later than October 15, 2006. Funds will be distributed in two (2) equal payments in the December and June checks.

PROFESSIONAL MENTORING PROGRAM

A teacher who has been trained and assigned to provide assistance to a new professional in the district's Beginning Teacher Mentoring and Induction Program will receive \$500 per semester for mentoring one New Professional. In the event that the state fails to fund the mentoring program, this item will be reopened.

UNDERSTANDINGS REGARDING HF 2792

1. Regarding Professional Development Day

The Legislature requires the District to add an additional professional development day to the 2006-2007 school year, and will provide funding to compensate teachers on a per diem basis (1/190, as per Article XIIa) for the additional day.

In the event the Legislature does not provide sufficient funding to compensate teachers on a per diem basis for the additional day added to the school year, then the parties agree that the source of the funding for the additional day shall be subject to negotiations, including impasse procedures of Chapter 20 of the Iowa Code.

Payment for the day will be made in the first pay period following completion of the additional professional development day.

2. Regarding Additional Compensation for Teacher Salaries and/or Professional Development

The Legislature has also provided additional compensation for teacher salaries and/or professional development. For 2006-2007, the distribution will be in accordance with Chapter 284.7(6)(b) (divided equally, as per Appendix C) and payments will be in the December and June checks.

REGULAR SALARY SCHEDULE A *
PCM SALARY
2006-2007

Exp	Index	B+0	Index	B+12	Index	B+24	Index	M+0	Index	M+12
0	1.0000	26312	1.0400	27364	1.0800	28417	1.1200	29469	1.1600	30522
1	1.0350	27233	1.0750	28285	1.1150	29338	1.1550	30390	1.1950	31443
2	1.0700	28154	1.1100	29206	1.1500	30259	1.1900	31311	1.2300	32364
3	1.1075	29141	1.1475	30193	1.1875	31246	1.2275	32298	1.2675	33350
4	1.1450	30127	1.1850	31180	1.2250	32232	1.2650	33285	1.3050	34337
5	1.1850	31180	1.2250	32232	1.2650	33285	1.3050	34337	1.3450	35390
6	1.2250	32232	1.2650	33285	1.3050	34337	1.3450	35390	1.3850	36442
7	1.2650	33285	1.3050	34337	1.3450	35390	1.3850	36442	1.4250	37495
8	1.3050	34337	1.3450	35390	1.3875	36508	1.4300	37626	1.4700	38679
9	1.3450	35390	1.3850	36442	1.4300	37626	1.4750	38810	1.5150	39863
10	1.3850	36442	1.4250	37495	1.4725	38744	1.5200	39994	1.5600	41047
11	1.4250	37495	1.4650	38547	1.5150	39863	1.5650	41178	1.6050	42231
12			1.5050	39600	1.5575	40981	1.6100	42362	1.6500	43415
13					1.6000	42099	1.6550	43546	1.6950	44599
14							1.7000	44730	1.7400	45783
				Longevity		300		600		900

PCM SUPPLEMENTAL SCHEDULE B
2006-2007
HIGH SCHOOL ATHLETIC ACTIVITIES

Base Salary \$26,312

<u>POSITION</u>	<u>% OF BA BASE</u>	<u>2006-2007</u>
Varsity Football HD	11.50%	\$3026
Varsity Football Asst.	8.25%	\$2171
Boys Basketball HD	11.50%	\$3026
Boys Basketball Asst.	8.25%	\$2171
Girls Basketball HD	11.50%	\$3026
Girls Basketball Asst.	8.25%	\$2171
Girls Volleyball HD	9.25%	\$2434
Girls Volleyball Asst.	6.25%	\$1645
Boys Wrestling HD	11.50%	\$3026
Boys Wrestling Asst.	8.25%	\$2171
Boys Track HD	9.25%	\$2434
Boys Track Asst.	6.25%	\$1645
Girls Track HD	9.25%	\$2434
Girls Track Asst.	6.25%	\$1645
Boys Soccer HD	9.25%	\$2434
Boys Soccer Asst.	6.25%	\$1645
Girls Soccer HD	9.25%	\$2434
Girls Soccer Asst.	6.25%	\$1645
Boys Golf	7.00%	\$1842
Girls Golf	7.00%	\$1842
Cross Country HD	7.00%	\$1842
Boys Baseball HD	11.50%	\$3026
Boys Baseball Asst.	8.25%	\$2171
Girls Softball HD	11.50%	\$3026
Girls Softball Asst.	8.25%	\$2171

PCM SUPPLEMENTAL SCHEDULE C
2006-2007
MIDDLE SCHOOL ATHLETIC ACTIVITIES

Base Salary		\$26,312
<u>POSITION</u>	<u>% OF BA BASE</u>	<u>2006-2007</u>
Athletic Director	9.00%	\$2368
8th Football	6.0%	\$1579
8th Football	6.0%	\$1579
7th Football	6%	\$1579
7 th Football	6%	\$1579
Volleyball HD	5.25%	\$1381
Volleyball HD	5.25%	\$1381
8 th Boys Basketball HD	6.5%	\$1710
7 th Boys Basketball HD	6.5%	\$1710
8 th Girls Basketball HD	6.5%	\$1710
7 th Girls Basketball HD	6.5%	\$1710
Wrestling	6.5 %	\$1710
8 th Boys Track HD	5.25%	\$1381
7 th Boys Track HD	5.25%	\$1381
8 th Girls Track HD	5.25%	\$1381
7 th Girls Track HD	5.25%	\$1381
Baseball Monroe	7.25%	\$1908
Baseball PC	7.25%	\$1908
Softball Monroe	7.25%	\$1908
Softball PC	7.25%	\$1908

PCM SUPPLEMENTAL SCHEDULE D
2006-2007
OTHER ACTIVITIES

Base Salary **\$26,312**

<u>POSITION</u>	<u>% OF BA BASE</u>	<u>2006-2007</u>
Academic Decathlon	2.25%	\$ 592
Mock Trial	2.25%	\$ 592
Dramatics (2 plays)	7.25%	\$1908
Dramatics Asst.	3.25%	\$ 855
Forensics	5.0%	\$1316
Forensics Asst.	4.00%	\$1052
HS Newspaper	3.25%	\$ 855
School Yearbook	10.00%	\$2631
HS Cheerleading	7.00%	\$1842
HS Cheerleading Asst.	5.00%	\$1316
MS Cheerleading	6.00%	\$1579
Drill Team HD	9.00%	\$2368
Drill Team Asst.	5.00%	\$1316
HS Student Government	3.00%	\$ 789
Jr. Class Sponsor (1)	2.25%	\$ 592
HS Band (Jazz & Pep)	10.00%	\$2631
HS Band Asst.	3.00%	\$ 789
MS Band	7.00%	\$1842
MS Band Asst.	2.00%	\$ 526
Summer Music	8.00%	\$2105
Summer Band Monroe	8.00%	\$2105
Summer Band Prairie City	8.00%	\$2105
HS Vocal	10.00%	\$2631
MS Vocal	5.50%	\$1447
HS Musical Director	3.25%	\$ 855
MS Musical	9.75%	\$2565
National Honor Society	2.25%	\$ 592

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